

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
UNITED STATES OF AMERICA	:	
	:	<u>STIPULATION AND ORDER</u>
- v. -	:	S10 13 Cr. 521 (RA)
CARL DAVID STILLWELL,	:	
	:	
Defendant.	:	
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	:	
ANDREA STILLWELL,	:	
	:	
Petitioner.	:	
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WHEREAS, on or about March 12, 2019, the Court entered a Preliminary Order of Forfeiture as to Substitute Assets (the “Substitute Asset Order”) (D.E. 388), which forfeited to the United States, all right, title and interest of the Defendant in 160 firearms (the “Firearms”) to satisfy the outstanding forfeiture money judgment in the amount of \$35,000 (the “Money Judgment”) that was imposed against the Defendant;

WHEREAS, on or about April 18, 2019, Andrea Stillwell, the Defendant’s spouse, filed a Petition asserting that she possessed an interest in the Firearms (D.E. 710);

WHEREAS, on or about November 9, 2023, the Government received a payment in the amount of \$35,000 (the “Payment”) to be applied towards the satisfaction of the Money Judgment;

WHEREAS, on or about March 11, 2025, Andrea Stillwell filed a motion concerning outstanding storage fees imposed by the North Carolina Person County Sheriff’s Office

(the “Sheriff”) for the Firearms (D.E. 924);

WHEREAS, on or about April 8, 2025, the Government submitted a proposed Order to the Court to vacate the Substitute Asset Order as the Payment was sufficient to satisfy the Money Judgment (D.E. 927);

WHEREAS, as of April 30, 2025, the current outstanding storage fees for the Firearms imposed by the Sheriff is \$2,925 with the balance accruing monthly (the “Storage Fees”); and

WHEREAS, the Government and Andrea Stillwell have agreed, in order to avoid litigation, to resolve the issue resolving the Storage Fees pursuant to the terms and conditions set forth below;

IT IS HEREBY STIPULATED AND AGREED, by and between Jay Clayton, United States Attorney for the Southern District of New York, by and through Assistant United States Attorney Nicholas S. Bradley, of counsel, and Andrea Stillwell that:

1. The Government hereby agrees to remit \$3,000 in United States currency from the Payment currently in the Government’s custody to Andrea Stillwell (the “Returned Funds”) which she will use to pay the Sheriff for any and all outstanding Storage Fees related to the Firearms.

2. Upon entry of this Stipulation and Order, the Government shall transfer the Returned Funds to the Petitioner in a manner consistent with the United States Marshals Service (“USMS”) Vendor Request Form to be completed by Andrea Stillwell.

3. The Government accepts the remaining \$32,000 in United States currency of the Payment as a payment that shall fully satisfy the outstanding Money Judgment.

4. Upon entry of this Stipulation and Order, the Money Judgment shall be fully satisfied.

5. Andrea Stilwell is hereby barred from asserting, or assisting others in asserting, any claim, including third-party claims and any claim for attorney's fees and costs, against the United States or any of its agents and employees, including the Department of Justice ("DOJ"), United States Marshals Service ("USMS"), the Drug Enforcement Administration ("DEA") and this Office (the "USAO-SDNY"), as well as any and all employees, officers, and agents of the DOJ, USMS, the DEA and the USAO-SDNY in connection with, or arising out of, the United States' seizure, restraint, custody, storage or control over the Firearms.

6. Andrea Stilwell agrees to hold harmless the United States, DOJ, the DEA, the SDNY-USAO, and the USMS, and any and all employees, officers, and agents of said entities from any and all claims with respect to any storage fees accrued with respect to the Firearms.

7. This Stipulation and Order constitutes the complete agreement between the parties hereto on the matters contained herein, and no other statement, promise or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Stipulation and Order shall be enforceable. Any modifications to this agreement shall be in a writing signed by the parties.

8. The parties hereby waive all rights to appeal or to otherwise challenge or contest the validity of this Stipulation and Order.

9. Each party to this Stipulation and Order shall bear its own costs and attorney's fees. No attorney's fees associated with this settlement shall be authorized.

10. The Court shall have exclusive jurisdiction over the interpretation and enforcement of this Stipulation and Order.

11. The signature page of this Stipulation and Order may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signature pages may be by fax or scanned and such signatures shall be deemed as valid originals.

AGREED AND CONSENTED TO:

JAY CLAYTON
United States Attorney for the
Southern District of New York

By: Nicholas S. Bradley
NICHOLAS BRADLEY
Assistant United States Attorney
26 Federal Plaza
New York, NY 10278
(212) 637-1581

5/6/2025
DATE

ANDREA STILLWELL

By: Andrea Stillwell
ANDREA STILLWELL

06 May 2025
DATE

SO ORDERED:

R
HONORABLE RONNIE ABRAMS
UNITED STATES DISTRICT JUDGE

May 8, 2025
DATE